

Michael J. Shavel, Esquire.  
HILL WALLACK, LLP  
777 Township Line Road, Suite 250  
Yardley, PA 19067  
Phone (215) 579-7700  
Fax (215) 579-9248  
mshavel@hillwallack.com

*Local Counsel to Defendant Festo Didactic, Inc.*

Gregory F. Hauser, Esquire  
WUERSCH & GERING LLP  
100 Wall Street, 10th Floor  
New York, NY 10005  
Phone (212) 509-5050  
Fax (212) 509-9559  
gregory.hauser@wg-law.com

*Counsel to Defendant Festo Didactic Inc.*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
TRENTON VICINAGE**

---

USI INTERNATIONAL INC.

Plaintiff,

vs.

FESTO DIDACTIC INC.,

Defendant.

---

CIVIL ACTION NO.: 3:15-CV-08451-MAS-TJB

**ANSWER TO AMENDED COMPLAINT**

Defendant Festo Didactic Inc., by its undersigned counsel, answers the  
Amended Complaint, as follows:

### **THE PARTIES**

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1.
2. Admits the allegations of paragraph 2.
3. Denies the allegations of paragraph 3 except admits the allegations of the last sentence.
4. Denies the allegations of paragraph 4.

### **JURISDICTION**

5. Admits the allegations of paragraph 5.
6. Admits the allegations of paragraph 6.

### **FACTUAL ALLEGATIONS**

7. Denies the allegations of paragraph 7.
8. Admits the allegations of paragraph 8.
9. Denies the allegations of paragraph 9.
10. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 10 except denies that Lab-Volt authorized the actual offer USI sent on or about April 6, 2012.
11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 11.

12. Admits the allegations of paragraph 12 except denies Plaintiff's characterization of the letter's meaning.

13. Denies the allegations of paragraph 13.

14. Denies the allegations of paragraph 14 except admits the allegations of the first sentence.

15. Denies the allegations of paragraph 15 except admits that Mr. Duggan sent an email to USI on or about April 18, 2012, and states that the e-mail speaks for itself.

16. Denies the allegations of paragraph 16 except admits that Mr. Duggan sent an email to USI on or about April 20, 2012, stating that the deal was to be completed through the FMS program.

17. Denies the allegations of paragraph 17.

18. Denies the allegations of paragraph 18.

19. Admits the allegations of paragraph 19.

20. Denies the allegations of paragraph 20.

21. Denies the allegations of paragraph 21.

22. Denies the allegations of paragraph 22.

23. Denies the allegations of paragraph 23.

24. Denies the allegations of paragraph 24 except admits that, on or about July 3, 2012, Mr. Duggan forwarded to USI copies of some of Lab-Volt's communications with Colonel Robert Hoffman.

25. Denies the allegations of paragraph 25 except states that the parties' communications speak for themselves.

26. Denies the allegations of paragraph 26 except admits that the parties' had communications and states that the communications speak for themselves.

27. Denies the allegations of paragraph 27.

28. Admits the allegations of paragraph 28.

29. Admits the allegations of paragraph 29.

30. Admits the allegations of first sentence of paragraph 30 and denies the allegations of the second sentence of paragraph 30.

31. Denies the allegations of paragraph 31.

32. Denies the allegations of paragraph 32.

33. Denies the allegations of paragraph 33.

34. Denies the allegations of paragraph 34 except admits that USI has demanded payment of a 25% commission.

35. Admits the allegations of paragraph 35.

**FIRST COUNT**

**Breach of Contract**

36. Repeats by reference its responses to the foregoing paragraphs of the Amended Complaint as if here fully set forth.

37. Denies the allegations of paragraph 37.

38. Denies the allegations of paragraph 38.

39. Denies the allegations of paragraph 39.

40. Denies the allegations of paragraph 40.

41. Denies the allegations of paragraph 41.

**SECOND COUNT**

**Unjust Enrichment**

42. Repeats by reference its responses to the foregoing paragraphs of the Amended Complaint as if here fully set forth.

43. Denies the allegations of paragraph 43.

44. Denies the allegations of paragraph 44.

45. Denies the allegations of paragraph 45.

46. Admits the allegations of paragraph 46 except denies that USI rendered any services in connection with the transaction between Festo and the U.S. government that merited compensation.

47. Denies the allegations of paragraph 47.

48. Denies the allegations of paragraph 48.

### **THIRD COUNT**

#### **Fraud**

49. Repeats by reference its responses to the foregoing paragraphs of the Amended Complaint as if here fully set forth.

50. Denies the allegations of paragraph 50.

51. Denies the allegations of paragraph 51.

52. Denies the allegations of paragraph 52.

### **AFFIRMATIVE DEFENSES**

1. Plaintiff's Claims, and each of them, fail to state a claim upon which relief may be granted.
2. Plaintiff has failed to minimize its damages, including but not limited to expending resources even after it had been warned that there were conditions for any possible commission that had not yet and might not be fulfilled.
3. Enforcement of the alleged contract would violate federal law.
4. There was a failure of a condition precedent to any obligation to compensate USI since there was no offset funding of the transaction between Festo and the U.S. government.

**WHEREFORE** Defendant demands judgment against Plaintiff dismissing its claims in their entirety, awarding legal fees and costs of suit, and granting such other and further relief as to the Court seems just and proper.

Dated: July 3, 2018

Respectfully submitted,

By: /s/ Michael J. Shavel  
Michael J. Shavel  
(mshavel@hillwallack.com)  
HILL WALLACK LLP  
777 Township Line Road, Suite 250  
Yardley, PA 19067  
Telephone: (215)579-7700

*Local Counsel to Defendant  
Festo Didactic, Inc.*

Gregory F. Hauser, Esq.  
gregory.hauser@wg-law.com  
WUERSCH & GERING LLP  
100 Wall Street, 10th Floor  
New York, NY 10005  
Phone (212) 509-5050  
Fax (212) 509-9559

*Counsel to Defendant  
Festo Didactic, Inc.*